

State West Virginia

ATTACHMENT 1.2-D

Page 1

1.2 Organization for Administration

ATTACHMENT 1.2-D

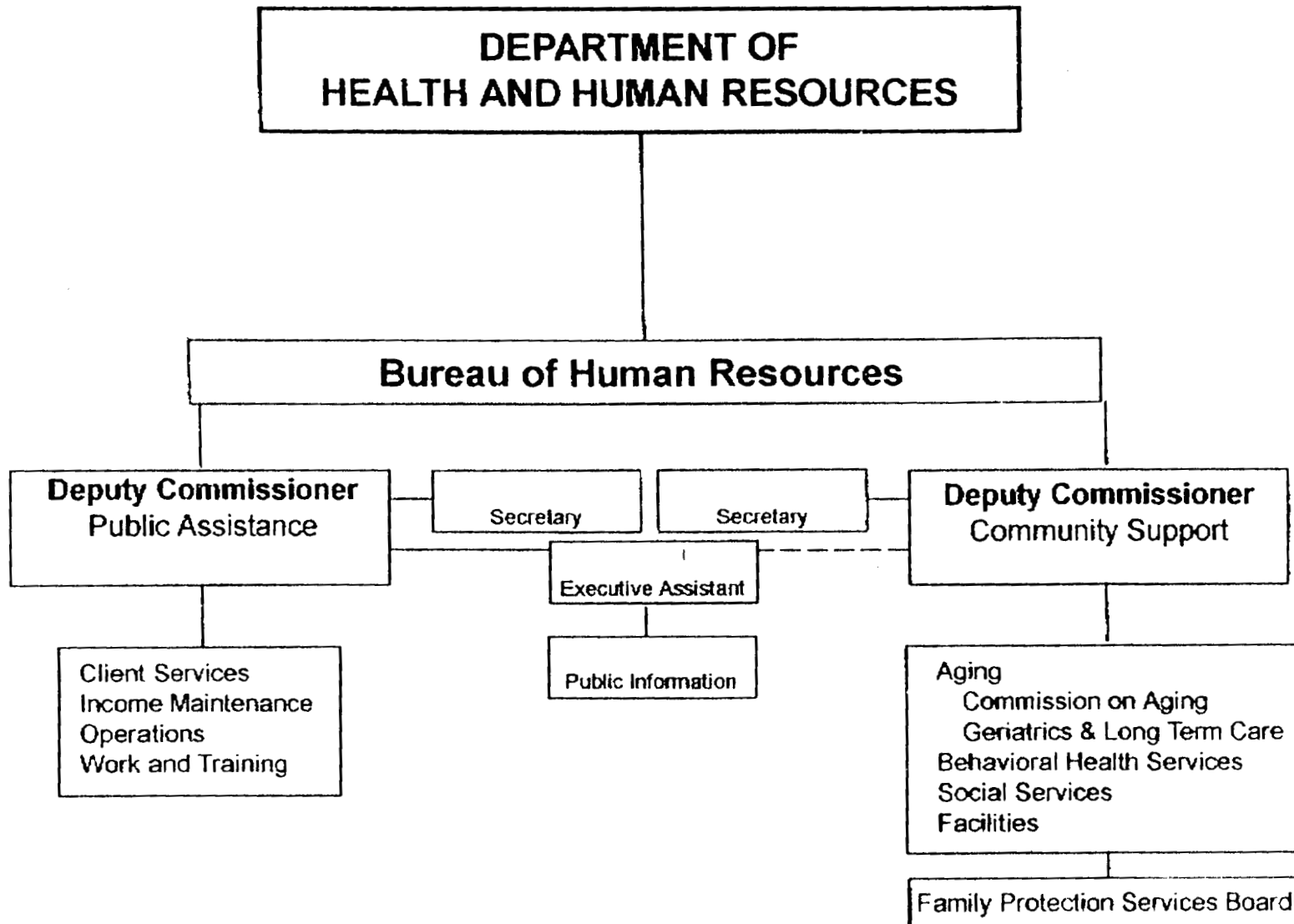
The Office of Income Maintenance is the unit responsible for the determination of recipient eligibility for Medicaid services. Attached are organizational charts for the Office of Income Maintenance.

An interagency agreement between the Office of Medical Services and the Office of Income Maintenance has been executed and is a part of this ATTACHMENT.

TN No. 94-05

Supersedes

TN No. 91-07 Approval Date 9-30-94 Effective Date 4-1-94

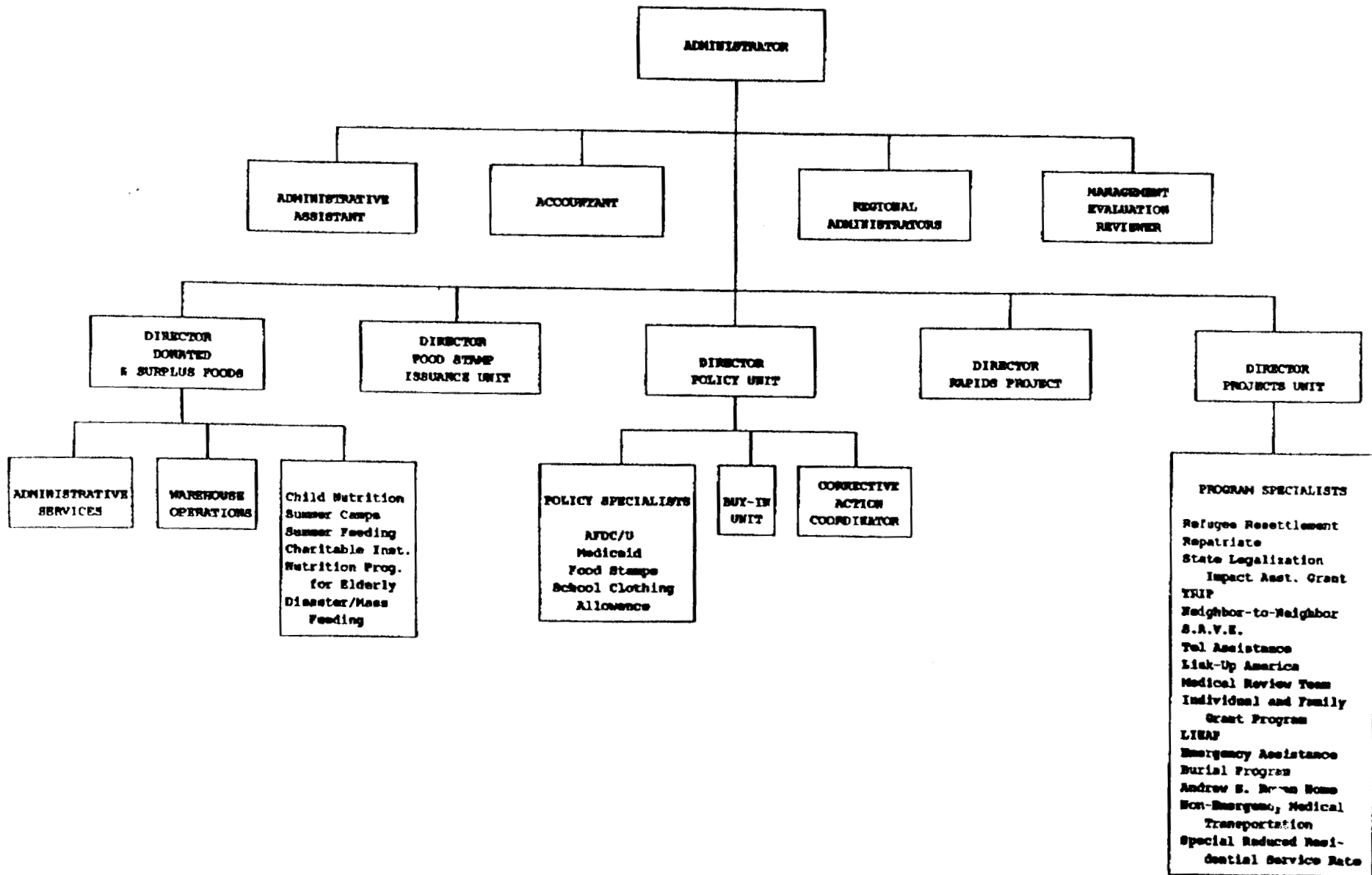


4-1-94

9-30-94

TM No. 94-05

OFFICE OF INCOME MAINTENANCE



4-1-94

9-30-94

TN No. 94-05

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES

AGREEMENT BETWEEN
OFFICE OF MEDICAL SERVICES

AND

BUREAU OF HUMAN RESOURCES
OFFICE OF INCOME MAINTENANCE

This Agreement, to be effective April 1, 1994 between the Office of Medical Services and the Bureau of Human Resources, Office of Income Maintenance establishes the respective responsibilities and mutual objectives of these agencies in the administration of Title XIX of the Social Security Act of 1965 as amended, pursuant to 42 C.F.R. §431.10(d).

WHEREAS, the Office of Medical Services and the Bureau of Human Resources, Office of Income Maintenance are administrative divisions within the West Virginia Department of Health and Human Resources;

WHEREAS, the Office of Medical Services (OMS) is the single state agency, pursuant to 42 C.F.R. §431 Subpart A, designated to supervise the administration of Title XIX of the Social Security Act of 1965 as amended (Medicaid program) and oversee the administration and implementation of the State plan;

WHEREAS, the Office of Income Maintenance (OIM) has been designated as the state agency responsible for determining eligibility for Title XIX (Medicaid) entitlement;

NOW, THEREFORE, in consideration of the mutual understanding and agreements hereinafter set forth, the Office of Medical Services Resources and the Office of Income Maintenance, Bureau of Human Resources agree as follows:

I. RESPECTIVE RESPONSIBILITIES**A. Office of Income Maintenance Responsibilities**

1. OIM agrees to determine eligibility and accept and process applications for Title XIX and Title XVI of the Social Security Act of 1965 and Medicare Buy-In pursuant to the applicable sections of 42 C.F.R. Part 435 and in compliance with the State Plan and applicable Departmental and single state agency policies and procedures.

2. OIM agrees to collect from the applicant or recipient during the initial application and each redetermination process, such health insurance information as would be useful in identifying legally liable third party resources so that the Medicaid agency may process claims under third party liability payment procedures. Health insurance information may include, but is not limited to, name of the policy holder, his or her relationship to the applicant or recipient, the social security number (SSN) of the policy holder and the name and address of insurance company and policy number and transmit said information to the Medicaid agency.

3. OIM agrees to incorporate into the eligibility file the names and social security numbers (SSN) of absent or custodial parents of Medicaid recipients to the extent such information is available.

4. Acceptance and processing and updating of applications and determination of eligibility will be conducted at the local, county and regional levels. An organizational chart of the central office and regional offices is attached and incorporated herein as ATTACHMENT #1.

5. OIM, in conjunction with OMS, will be responsible for providing training and continuing inservice for OIM staff conducting eligibility determinations for Medicaid eligibility.

6. OIM agrees that all matters pertaining to administration of the Medicaid State Plan must be approved, prior to implementation, by the Director, Office of Medical Services, as head of the single state agency.

7. In addition to the application and processing requirements, OIM, through the local offices, will be responsible for informing the public of Medicaid eligibility and availability and referral and written notification of the appeal process for eligibility denials.

8. Information from applicants for Medicaid will be maintained by the OIM in accordance with the provisions of §II of this Agreement and used solely for the purpose of determining Medicaid eligibility.

9. OIM will designate an individual to act as liaison for purposes of the implementation of this Agreement. Said liaison will work with OMS to identify and resolve any issues that arise and work in collaboration with OMS to establish policies necessary to carry out the terms of this Agreement.

10. OIM will promptly notify OMS of any legal action and/or litigation that involves or affects Title XIX (Medicaid) programs and/or eligibility, policies or procedure and work cooperatively with OMS in resolutions to said actions.

B. Office of Medical Services' Responsibilities:

1. The Office of Medical Services will work cooperatively with OIM to facilitate accessibility and availability of services on a statewide basis.

2. OMS will be responsible for informing OIM of any changes in criteria for Medicaid eligibility, State Plan amendments, guidelines, covered services, regulations, administrative changes, etc. that would affect the services to be rendered pursuant to this Agreement.

3. OMS will designate an individual to act as liaison for purposes of the implementation of this Agreement. Said liaison will work with OIM to identify and resolve any issues that arise and work in collaboration with OIM to establish policies necessary to carry out the terms of this Agreement.

4. OMS will be responsible for all matters pertaining to the administration of the Medicaid State Plan, including but not limited to:

- Increase or decrease in levels of reimbursement
- Changes in reimbursement methodology
- State Plan amendments
- Changes in scope of Medicaid program coverage or limitations
- Issuance of Medicaid program policy and procedures

5. OMS will be responsible for the development and disbursement of written materials to OIM and to recipients informing them of those medical services that are covered by the West Virginia Medicaid program.

C. OMS and OIM Mutually Agree To:

1. Evaluate periodically the ongoing operation of this Agreement.

2. Exchange information and provide updates and training as appropriate. The parties to this Agreement agree to meet periodically, at least annually, and evaluate policies and guidelines involved in implementation of this Agreement.

3. Exchange information regarding any changes in the

availability, qualifications and work load of staff in carrying out their respective responsibilities under this Agreement.

4. Activities under this Agreement shall be performed in accordance with the laws and regulations of the State of West Virginia and in accordance with Title XIX of the Social Security Act of 1965 as amended.

II. Exchange of Data

Data on recipient eligibility regarding Title XIX, Title XVI and third-party liability will be provided by OIM to OMS on a regularly established basis. Said data will be relayed through the Management Information Services Division of the Department of Health and Human Resources and into the OMS MMIS system. The parties agree to work cooperatively in responding to any need for changes in data exchange, report generation, software and hardware capabilities, etc.

III. Confidentiality

Federal policy prohibits the use or disclosure of information, including lists of names and addresses, concerning applicants and recipients of services without their informed consent, except for purposes directly connected with the administration of the program.

OIM agrees to maintain and safeguard the confidentiality of information obtained pursuant to the terms of this Agreement in accordance with the confidentiality requirements of 42 C.F.R. Part 431, Subpart F and Departmental procedures and policies regarding confidentiality and disclosure of information.

Information may be disclosed in summary or other forms which do not identify particular individuals if such information is in compliance with applicable Federal and State regulations.

IV. Renewal

This Agreement will be renewed for successive periods of one (1) year unless either party to the Agreement gives written notice of the intention not to renew the Agreement at least thirty (30) days in advance of the projected date of cancellation.

V. Modification

This Agreement may be expanded, modified, or amended at any time by mutual agreement of the parties. Any modification,

alteration, variation, amendment or waiver of any provisions of this Agreement shall be valid only if they are in writing, duly executed by both parties hereto and attached to the executed original of the Agreement.

VI. Termination

This Agreement may be canceled by either party by giving written notice of such intention at least thirty (30) days in advance of the projected date of cancellation.

This Agreement will continue in force until such time as modified or terminated as above provided.

[Signature]
Director, Office of Income Maintenance

3/23/94
Date

[Signature]
Director, Office of Medical Services

3/19/94
Date

[Signature]
Deputy Commissioner, Bureau of Human Resources

3/25/94
Date